

STANDARD TERMS AND CONDITIONS 2017

1. All quotations are made in good faith but are subject to availability and contract. Quotation validity is 30 days unless otherwise stated. Prices quoted do not include any taxes or duties that may be payable.
2. Carriage, insurance, freight and any other expenses are charged at cost plus 15 per cent. Charges for box certification and export packing may apply depending on the destination and the requirements of the job or order.
3. Liability. MARISCOPE's responsibility lies only in the supply of goods at MARISCOPE's office free from defects which will impair the operation or serviceability of such goods. The liability shall be limited to the repair or replacement of the same in accordance with the warranty stated by MARISCOPE at the time of acknowledgement. The warranty period is 12 months, that is renewed with every yearly maintenance, regardless from the age of the system, from date of dispatch unless acknowledged differently. In case the yearly maintenance is not carried out by Mariscope's technicians, warranty of the system will be lost. MARISCOPE excludes all liability for loss or damage however caused. All warranty repair equipment should be sent post paid to MARISCOPE's main address after a RMA number has been obtained. Any taxes and/or duty incurred in the process of returning goods to MARISCOPE's main address are payable by the sender. Non-compliance with the operating procedures detailed in the equipment(s) manual, improper usage or attempted repairs will void any guarantee.
4. Title to goods shall not pass from MARISCOPE until full and final payment has been received by MARISCOPE. The customer is responsible for disposing of equipment in an environmentally safe manner in accordance to the laws of the territory in which it is situated. The customer will indemnify MARISCOPE in respect of any future claims made with respect to failure of the customer to adhere to this condition.
5. Sales invoices will be raised in Euro unless agreed prior to contract. Any management charges and/or legal costs incurred relating to recovery of non-payment or late payment will be passed to the purchaser/hirer at cost + 15 per cent.
6. Special goods. Orders for goods that are built to special requirements are only acknowledged such that cancellation or return cannot be accepted by MARISCOPE. Cancelled orders for lease equipment will be charged in accordance with the rates quoted for said equipment for the expected term of the hire.
7. Any descriptive specifications, drawings and particulars issued by MARISCOPE are approximate and intended only to present a general idea of the goods to which they refer. None of these shall form part of the contract. Fitness for use is for the client to decide, no performance objective is expressed or implied by MARISCOPE. Client is expected to undertake their own risk assessment before using equipment supplied by MARISCOPE. MARISCOPE goods and products which may appear to offer comparable or similar

specifications to other manufacturers' products will not necessarily perform identically to such other manufacturers' products.

8. Unless otherwise agreed in writing, these terms and conditions shall apply to all orders placed with MARISCOPE. No stipulations or conditions contained in the client's purchase order shall be applicable.

9. Law. This contract shall in all respects be construed to operate as a German contract and conform to German law at the time of order acknowledgement.

10. Late payment may incur interest charges at 2 per cent per month. Other payment terms need a written agreement prior to the order. Warranty is only valid provided payment is received within the time stated on the appropriate invoice.

11. All orders must be in writing. No contract shall be formed until an order acknowledgement is sent by MARISCOPE.

12. In the case of hired/loaned equipment and personnel, MARISCOPE reserve the right to withdraw any personnel whilst on hire/lease/demonstration for any reason whatsoever and MARISCOPE shall not be liable for any loss or damage resulting from the suspension of such services or from equipment malfunction or personnel error or omission or force majeure. Lease rates start on the day of departure of equipment from our premises, and cease on the day of their receipt at our main office. In the case of loss or irreparable damage to MARISCOPE equipment, an invoice will be raised for the full replacement value, for an equivalent model, on the day of written notification to MARISCOPE.

13. Where personnel are available to the client, the client shall have robust procedures to keep the employee safe and be responsible for all claims howsoever arising in respect to the acts, omission, negligence or default of such personnel and shall keep MARISCOPE indemnified in respect of any such claims. Such personnel shall for all purposes be deemed to be the servants of the hirer during the period they are made available to the client. The client shall provide adequate food, subsistence and accommodation for MARISCOPE personnel at all times.

14. All equipment shall be transported stored operated and maintained in a manner which provides said equipment with the best possible protection from damage or undue wear and tear and should be carried out as a minimum in accordance with the equipment manual, or as directed by MARISCOPE.

15. Risk to the equipment is passed to the client as soon as the equipment is dispatched from MARISCOPE's premises, at which time the client is responsible for insuring the equipment against all risks. Shortages in delivery are to be notified to MARISCOPE within 14 days of receipt.

16. Return of equipment. MARISCOPE reserves the right to reject equipment returned for repair/service or from lease/demonstration unless advised prior to the equipment's return when an RMA number will be issued for said equipment. Third Party storage charges for delays in returns due to incorrect/inadequate documentation or packing are for the customer's account.

17. WEEE. Under the EU WEEE regulation, it is considered part of the contract that the customer is responsible for recycling equipment according to EU laws once delivery has been made. However equipment should be returned to MARISCOPE's main office postpaid, the company will take back the disposal responsibility for MARISCOPE manufactured equipment. There is a charge for equipment sold before January 2006.

18. Software or 'firmware' is supplied "as is" and no performance guarantee can be provided. The use of some software or firmware may be prohibited by EU or US law in some territories. The end-user accepts liability for use outside the allowable territories and will indemnify MARISCOPE against any and all claims arising under any such use.

19. MARISCOPE have supplied the equipment listed in this acknowledgement on the understanding that such equipment will not be used in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or any other military activity. MARISCOPE reserve the right to request an End User Certificate in order to meet current EU Export Control Regulations. An export license may be required. Diversion to another territory may be prohibited by British, European or US Law. The customer agrees to indemnify MARISCOPE against any and all claims arising under any such use.

Definitions

- 1 Mariscope Meerestechnik e.K. is known in these Terms and Conditions as MARISCOPE.
- 2 The Customer, Client or Hirer is any Person(s), Firm, Company or Competent Authority entering into a contract with Mariscope Meerestechnik e.K..
- 3 Equipment is defined as any apparatus, software, material or equipment provided by Mariscope Meerestechnik e.K. or by sub-contractors, agents, or representatives of Applied Acoustic Engineering Limited.